



**COMMONWEALTH OF VIRGINIA**

**DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL  
SERVICES**

**SOUTHERN VIRGINIA MENTAL HEALTH INSTITUTE  
382 TAYLOR DRIVE  
DANVILLE, VA 24541**

**REQUEST FOR PROPOSAL #2011-023A**

**TITLE: SET ASIDE FOR SMALL BUSINESSES - PATIENT CARE AREA  
SECURITY CAMERA SYSTEM**

**ISSUE DATE: APRIL 22<sup>ND</sup>, 2011  
PROPOSALS DUE BY: MAY 17<sup>TH</sup>, 2011 AT 2:00 P.M.**

**MANDATORY PRE-PROPOSAL CONFERENCE: MAY 3<sup>RD</sup>, 2011 IN THE  
B. J. LIBRARY, ROOM C-2, AT 1:00 P.M.**

**Ron A. Harris, Jr.  
Purchasing Director  
Telephone: 434-773-4242  
Fax: 434-773-4249  
email: [ron.harris@dbhds.virginia.gov](mailto:ron.harris@dbhds.virginia.gov)**

RFP Number: 2011-023A  
Issue Date: April 22<sup>nd</sup>, 2011  
Title: Set Aside for Small Businesses - Patient Care Area  
Security Camera System  
Commodity Code Number: 99050

Issuing/Using Agency: COMMONWEALTH OF VIRGINIA  
Southern Virginia Mental Health Institute  
382 Taylor Drive  
Danville, VA 24541

**Mandatory** Pre-Proposal Conference: A **mandatory** pre-proposal conference will be held on May 3<sup>rd</sup>, 2011 at 1:00 p.m. at the Southern Virginia Mental Health Institute, B.J. Library, at the above address.

Proposals will be received until 2:00 p.m. on May 17<sup>th</sup>, 2011 for furnishing the services described herein. All inquiries for information should be directed to: Ron A. Harris, Jr., Phone: (434) 773-4242.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE TO THE ATTENTION OF RON A. HARRIS, JR. IF PROPOSALS ARE HAND DELIVERED, THEN DELIVER TO: RON A. HARRIS, JR., ROOM A24, OFFICE OF MATERIEL MANAGEMENT, AT THE ABOVE ADDRESS.

IN COMPLIANCE WITH THIS REQUEST FOR PROPOSALS AND TO ALL THE CONDITIONS IMPOSED THEREIN AND HEREBY INCORPORATED BY REFERENCE, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE SERVICES IN ACCORDANCE WITH THE ATTACHED SIGNED PROPOSAL OR AS MUTUALLY AGREED UPON BY SUBSEQUENT NEGOTIATION.

Name and address:	Date: _____
_____	By: _____
_____	(Signature in ink)
_____	_____
	(Typed name)
	Title: _____
Phone: _____	*FEI/FIN: _____
Fax: _____	(Federal Employee ID number)

This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

COMPLETE PROPOSAL PACKAGE MUST BE RETURNED

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## I. **PURPOSE**

The purpose of this Request for Proposals (RFP) is to solicit proposals in order to establish a contract with a qualified Contractor through competitive negotiations for a Patient Care Area Security Camera System (System) for Southern Virginia Mental Health Institute (Agency/SVMHI).

## II. **BACKGROUND**

SVMHI is a 72 bed acute care psychiatric facility operated by the Commonwealth of Virginia for mentally ill patients, both forensic and civil, ages 18 to 64.

SVMHI seeks a qualified Contractor with the experience, capability and expertise to furnish and install applicable security cameras and necessary associated equipment in the Patient Care Areas.

## III. **STATEMENT OF NEEDS**

### A. **REQUIREMENTS:**

1. The System must allow visual data recording of all cameras that will be installed as a result of this solicitation.
2. The System must have viewing capabilities in all applicable areas listed within this solicitation simultaneously, if necessary.
3. The System must be capable of operating without having to utilize the Agency's computer network.
4. The System must meet the following minimum requirements:
  - a. 1 Network Router shall be installed in Room BB7-3 to allow all applicable equipment (Computer(s), DVRs, Monitors, etc.) to be utilized in the System.
  - b. 1 Laptop Computer shall be provided by the Contractor to be utilized exclusively with the System in Room BB7-3
  - c. Applicable CAT 5e cable(s) shall be run from Room BB7-3 to Room D-32
  - d. 4 DVRs shall be installed in Room D-32 to allow for recording of visual data from cameras installed on E, F, G and H Patient Care Units, respectively
  - e. Applicable CAT 5e cable(s) shall be run from Room D-32 to the Patient Care Units as well as Rooms D-46 (E/F Nurses Station), Room D-21 (G Nurses Station) and Room D-44 (H Nurses Station), respectively
  - f. 25" (Minimum) Flat Panel Monitors, with all associated mounting hardware, shall be installed in Room D-46 (2 ea.), Room D-21 (1 ea.) and Room D-44 (1 ea.), respectively (4 Total Monitors).
  - g. Cameras shall be installed on each Patient Care Unit (E, F, G and H) to completely monitor the phone bank areas, corridors, seclusion rooms and dayroom areas on each respective unit. These cameras shall then have the capability of being viewed in the appropriate Nursing Station (E/F: D-46, G: D-21 & H: D-44) as well as in Room BB7-3.
  - h. Cabling shall be installed in accordance with *Commercial Building Telecommunications Standard ANSI/TIA/EIA-568-A (CSA T529-95)*

- i. Any and all associated equipment including, but not necessarily limited to, switches, video converters and power supplies shall be incorporated within the Offeror's proposal and price.

**B. CAMERA SPECIFICATIONS (based upon an AVS XENA210D):**

1. The Cameras must meet the following minimum specifications:
  - a. Ultra High Resolution (600 TVL in Color, 650 TVL in Black & White)
  - b. Lens: 2.8 – 10 mm vari-focal
  - c. Illumination: .1 Lux in Color, .01 Lux in Black & White
  - d. Motion Detection Selectable
  - e. Privacy Zone Selectable
  - f. Day and Night Capable
  - g. Power Supply: 12 VDC
2. A Camera meeting the above minimum specifications with sound transmitting capabilities or a camera meeting the above minimum specifications with an accompanying device with sound transmitting capabilities shall be installed in the Seclusion Rooms located in E-4, F-4, G-4 and H-4, respectively. Additionally, the camera installed in these locations shall be capable of being mounted in a recessed position.

**C. DVR SPECIFICATIONS (based upon a Digital Watchdog DW-VMAX161TB):**

1. The DVRs must meet the following minimum specifications:
  - a. Video Input: 16 Channels
  - b. Display Speed: 480 FPS
  - c. Screen Split: 1, 4, 9, 16 or Picture in Picture
  - d. VGA Resolution: 640 x 480, 800 x 600, 1024 x 768, 1280 x 1024
  - e. Recording Speeds: 240, 120, 60 FPS
  - f. Recording Resolution: 352 x 240, 720 x 240, 720 x 480
  - g. Recording Modes: Continuous, Scheduled, Sensor-Activated or Motion-Activated
  - h. Playback Speeds: X1, X2, X4, X8, X16 and X32
  - i. Back Up: Local by USB
  - j. 1 Terabyte Hard Drive

**D. TRAINING AND IMPLEMENTATION:**

1. Initial training on utilization of all equipment must be provided. Please describe initial training.
2. Contractor must provide applicable warranty information, training manuals and documentation for the Agency.
3. Describe the technical support that will be available by your company with regards to the proposed System.
4. Describe the length of time it will take before the System is fully operational.

**E. PRICING:**

1. Pricing shall include all costs associated with the installation, set up and deployment of the System.
2. Pricing shall include all costs for training of Agency personnel to operate the System.

IV. **PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS**

A. **GENERAL INSTRUCTIONS:**

**RFP RESPONSE:** In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and three (3) copies of the proposal shall be submitted to the Agency. No other distribution of the proposal shall be made by the Offeror.

B. **PROPOSAL PREPARATION:**

1. **Responsiveness:** Proposals shall be signed by the Offeror. Failure to submit all information requested may result in the Agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the Agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
2. **Content:** Proposals shall be prepared simply and economically providing a straight-forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
3. **Organization:** Ownership of all data, materials and documentation originated and prepared for the State of Virginia (State/Commonwealth) pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of # 11-52D of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietor or trade secrets are not acceptable and will result in rejection of the proposal.

C. **ORAL PRESENTATIONS:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Agency. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. The Agency will schedule the time and location of these presentations. Oral presentations are an option of the Agency.

D. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal, and applicable copies, should be returned in a separate envelope of package, sealed and identified as follows:

From: _____	<u>May 17<sup>th</sup>, 2011</u>	<u>2:00 P.M.</u>
Name of Contractor	Due Date	Time
_____	<u>2011-023A</u>	
Street or Box Number	RFP No.	
_____	Set Aside for Small Businesses -	
City, State, Zip Code	<u>Patient Care Area Security Camera System</u>	
	RFP Title	

Name of Contract Officer: Ron A. Harris, Jr.

The envelope should be addressed and sent to the Issuing/Using Agency identified on Page 2 of the RFP to the Attention of Ron A. Harris, Jr. If the envelope is not addressed correctly, the Offeror risks the possibility of the package being inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposal should be placed in the envelope.

**E. SPECIFIC PROPOSAL INSTRUCTIONS:**

Proposals should be as thorough and detailed as possible so that the Agency may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. The RFP, in its entirety, and all addenda acknowledgments, if any, signed and filled out as required. Pages that require **written in** responses in the RFP are as follows: Page 2, Page 15, "Contractor License Requirement", Page 16, "Contractor Registration", Page 17, "Security License", and Page 18, "Pricing Schedule".
2. Company Background: The Offeror shall provide a summary of its company including, at a minimum, the following information:
  - a. Executive Summary including Company Name, Company Address, Phone Number, Fax Number, Company Size, Years in Business, Website Address (if applicable) and Primary Point of Contact with Title & Email Address.
3. References: The Offeror shall provide a minimum of **3** references with an accompanying narrative describing the term, type and scope of work performed for each reference. Each reference shall include the name of the company, address, phone number and contact person.
4. Proposed System: The Offeror shall provide a description of the proposed System in accordance with the Statement of Needs herein. Each paragraph in the Proposal should reference the associated paragraph number in the Statement of Needs. If a response covers more than one page, the paragraph number should be repeated at the top of the next page.
5. Proposed Price: Indicate in the Pricing Schedule, Section IX., of this RFP

Information which the Offeror desires to present that does not fall within the requirements set forth above should be included at the end of the Proposal and labeled as "Additional Material".

Each copy of the Proposal shall be bound or contained in a single volume. All accompanying documents submitted by the Offeror should be contained within said single volume.

Proposals that are not submitted as indicated above risk elimination from consideration.

V. **EVALUATION AND AWARD CRITERIA**

A. **EVALUATION:** Proposals shall be evaluated by SVMHI using the following criteria. The criteria are not necessarily given below in priority order.

1. Quality of equipment offered and suitability for the intended purpose:	35
2. Experience and qualifications of personnel:	25
3. Price:	25
4. Maintenance Support:	10
5. Scope and suitability of training offered to State personnel:	<u>5</u>
TOTAL:	100

VI. **GENERAL TERMS AND CONDITIONS**

- A. *VENDORS MANUAL*
- B. APPLICABLE LAWS AND COURTS
- C. ANTI-DISCRIMINATION
- D. ETHICS IN PUBLIC CONTRACTING
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986
- F. DEBARMENT STATUS
- G. ANTITRUST
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS
- I. CLARIFICATION OF TERMS
- J. PAYMENT
- K. PRECEDENCE OF TERMS
- L. QUALIFICATIONS OF BIDDERS OR OFFERORS
- M. TESTING AND INSPECTION
- N. ASSIGNMENT OF CONTRACT
- O. CHANGES TO THE CONTRACT
- P. DEFAULT
- Q. TAXES
- R. USE OF BRAND NAMES
- S. INSURANCE
- T. ANNOUNCEMENT OF AWARD
- U. DRUG-FREE WORKPLACE
- V. NONDISCRIMINATION OF CONTRACTORS
- W. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION
- X. AVAILABILITY OF FUNDS
- Y. SET-ASIDES
- Z. BID PRICE CURRENCY
- AA. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "Vendors Manual" on the vendors tab.

B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of*



Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
    - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
    - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or

acquired by the Commonwealth of Virginia under said contract.

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:**

Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. **To Subcontractors:**

- a. A contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold

payment and the reason.

- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
  1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- S. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

T. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.

U. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

V. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

W. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee

specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The eVA transaction fee will be invoiced approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- X. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- Y. **SET-ASIDES.** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/offers shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.
- Z. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offers shall state bid/offer prices in US dollars.
- AA. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

## VII. **SPECIAL TERMS AND CONDITIONS**

### **INDEX - SPECIAL TERMS AND CONDITIONS**

- 1. ADVERTISING
- 2. AS-BUILT DRAWINGS
- 3. AWARD OF CONTRACT
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6. CONTRACTOR REGISTRATION
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14. PREVENTIVE MAINTENANCE
15. PRODUCT INFORMATION
16. SECURITY LICENSE
17. SUBCONTRACTS
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19. WORK SITE DAMAGES
20. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

1. **ADVERTISING** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to Southern Virginia Mental Health Institute will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that Southern Virginia Mental Health Institute has purchased or uses any of its products or services, and the contractor shall not include Southern Virginia Mental Health Institute in any client list in advertising and promotional materials.
2. **AS BUILT DRAWINGS:** The contractor shall provide the Commonwealth a clean set of reproducible "as built" drawings and wiring diagrams, marked to record all changes made during installation or construction. The contractor shall also provide the Commonwealth with maintenance manuals, parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to the Commonwealth upon completion of the work and prior to final payment.
3. **AWARD:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
4. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for 60 days. At the end of the 60 days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
5. **CONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name: \_\_\_\_\_ Subcontractor Name: \_\_\_\_\_

License # \_\_\_\_\_ Type \_\_\_\_\_

6. **CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred and twenty thousand dollars (\$120,000) or more, or if the total value of all such contracts undertaken by offeror within any 12-month period is seven hundred and fifty thousand dollars (\$750,000) or more, the offeror is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for seventy-five hundred dollars (\$7,500) or more but less than one hundred and twenty thousand dollars (\$120,000), or if the total value of all such contracts undertaken by offeror within any 12-month period is between one hundred and fifty thousand dollars (\$150,000) and seven hundred and fifty thousand dollars (\$750,000) or more, the bidder is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is for one-thousand dollars (\$1,000) or more but less than seventy-five hundred dollars (\$7,500), or if the contractor does less than \$150,000 in business in a 12-month period, the bidder is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The offeror shall place on the outside of the envelope containing the proposal and shall place in the proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:
- Licensed Class A Virginia Contractor No. \_\_\_\_\_ Specialty \_\_\_\_\_  
Licensed Class B Virginia Contractor No. \_\_\_\_\_ Specialty \_\_\_\_\_  
Licensed Class C Virginia Contractor No. \_\_\_\_\_ Specialty \_\_\_\_\_

If the offeror shall fail to provide this information on his proposal or on the envelope containing the proposal and shall fail to promptly provide said contractor license number to the Commonwealth in writing when requested to do so before or after the opening of proposals, he shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950), as amended, and his proposal will not be considered.

If an offeror shall fail to obtain the required license prior to submission of his proposal, the proposal shall not be considered.

7. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
8. **DELIVERY AND STORAGE:** It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.
9. **EXTRA CHARGES NOT ALLOWED:** The proposal price(s) shall be for complete installation ready for the Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
10. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
11. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
12. **MAINTENANCE MANUALS:** The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.



13. **PREPROPOSAL CONFERENCE - MANDATORY:**

- A. **MANDATORY PREPROPOSAL CONFERENCE:** A **mandatory** preproposal conference will be on May 3<sup>rd</sup>, 2011 at 1:00 p.m. in the B.J. Library, Room C-2. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all offerors having a clear understanding of the scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a proposal. Proposals will only be accepted from those offerors who are represented at this preproposal conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 1:00 p.m.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

14. **PREVENTIVE MAINTENANCE:** The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
15. **PRODUCT INFORMATION:** The offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the proposal to be considered nonresponsive.
16. **SECURITY LICENSE:** In accordance with § 9.1-139 of the *Code of Virginia* (1950), the offeror shall be licensed by the Department of Criminal Justice Services for solicitations which include the following work: installation, service, maintenance, or design of security equipment; security officer service; and/or private investigator service. Licenses must be obtained prior to submitting a bid/offer. The offeror shall place their license number in the space provided below:

Private Security Services Business License Number: \_\_\_\_\_

For assistance, offerors may contact the Department of Criminal Justice Services at 804-786-4700.

17. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
18. **WARRANTY (COMMERCIAL):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.
19. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.
20. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the offeror is not required to be so authorized.

VIII. **METHOD OF PAYMENT**

The Contractor shall submit invoices at the end of each month for services rendered. The amount of the invoice shall be the total amount negotiated in said contract for said monthly services rendered. The invoice will be delivered to the issuing agency for payment to the following address:

Southern Virginia Mental Health Institute  
Attn.: Accounts Payable  
382 Taylor Drive  
Danville, Virginia 24541

IX. **PRICING SCHEDULE**

Total Proposed Lump Sum Cost: \$\_\_\_\_\_